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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

STARDOCK SYSTEMS, INC.,

Plaintiff,

vs.

PAUL REICHE III and ROBERT
FREDERICK FORD,

Defendants.

Case No.: 4:17-cv-07025-SBA

**FIRST AMENDED COMPLAINT FOR
TRADEMARK INFRINGEMENT,
COUNTERFEITING, UNFAIR
COMPETITION AND FALSE
DESIGNATION OF ORIGIN AND
TRADEMARK DILUTION UNDER THE
LANHAM ACT; COPYRIGHT
INFRINGEMENT UNDER THE
COPYRIGHT ACT; STATUTORY
TRADEMARK INFRINGEMENT AND
DILUTION AND UNFAIR
COMPETITION UNDER CALIFORNIA
LAW; AND TRADEMARK
INFRINGEMENT AND UNFAIR
COMPETITION UNDER CALIFORNIA
COMMON LAW**

DEMAND FOR JURY TRIAL

1. Plaintiff Stardock Systems, Inc. (“**Plaintiff**” or “**Stardock**”), by its undersigned attorneys, brings this Complaint against Defendant Paul Reiche III (“**Reiche**”) and Defendant Robert Frederick Ford (“**Ford**”) (collectively, “**Defendants**” or “**Reiche and Ford**”), for trademark infringement, counterfeiting, unfair competition and false designation of origin and trademark dilution under the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*, copyright infringement under the Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.*, and trademark infringement and unfair competition under California common law.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over Stardock's claims pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a) because these claims arise under the Lanham Act, 15 U.S.C. §§ 1114, 1116, 1125(a) and 1125(c) and the Copyright Act, 17 U.S.C. § 501(a). In addition, supplemental jurisdiction over the related state law claims is conferred upon this Court by 28 U.S.C. § 1367(a).

3. This Court has personal jurisdiction over Defendants because, upon information and belief, Defendants have regularly transacted, and continue to transact, business in this State; contract to supply goods and/or services in this State; are causing tortious injury by an act in this State; and are causing tortious injury in this State by an act outside this State where they regularly do or solicit business, engage in other persistent courses of conduct and/or derive substantial revenue from goods used or consumed, or services rendered, in this State.

4. Defendants, upon information and belief, are residents of this State and otherwise, have sufficient minimum contacts with this State, through at least the promotion, advertising, marketing, offering for sale and/or sale of the Ghosts of the Precursors Game (as defined *infra*) and/or the Classic Star Control Games (as defined *infra*) within this State, such that this Court has personal jurisdiction over Defendants.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because a substantial part of the acts complained of herein occurred in this judicial district and Defendants are subject to personal jurisdiction in this judicial district.

INTRADISTRICT ASSIGNMENT

6. A substantial part of the events and omissions giving rise to the claims in this case occurred at least in the County of Marin, including but not limited to the marketing and promotion of Defendants' Ghosts of the Precursors Game, the offering for sale and/or sale of the Classic Star Control Games and the use of Stardock's STAR CONTROL Mark (as defined *infra*) and other marks that are associated with the goodwill and reputation of the STAR CONTROL Mark and the Classic Star Control Games. Accordingly, assignment to the San Francisco Division is proper pursuant to Civil L.R. 3-2(e).

THE PARTIES

7. Plaintiff Stardock Systems Inc. is a Michigan corporation with a principal place of business at 15090 Beck Road Plymouth, Michigan 48170.

8. Defendant Paul Reiche III is an individual with, upon information and belief, a last known place of residence at 2533 Laguna Vista Drive, Novato, California 94945-1562.

9. Defendant Robert Frederick Ford is an individual with, upon information and belief, a last known place of residence at 730 Eucalyptus Avenue, Novato, California 94947-2835.

FACTUAL BACKGROUND

The Development and Ownership of the Classic Star Control Games

10. On October 7, 1988, Accolade, Inc. (“**Accolade**”) and Reiche entered into a license agreement pertaining to the development and publishing of computer software programs (the “**1988 Agreement**”).

1 11. In 1990, under the terms of the 1988 Agreement, Accolade developed and
2 published *Star Control*, a science fiction video game focused on space combat and featuring
3 space ship characters (hereinafter “**Star Control I**”). Upon information and belief, Reiche
4 and/or Ford contend that he/they contributed certain undefined material and/or programming to
5 Star Control I, in collaboration with numerous other authors and contributors, to assist Accolade
6 in the development of the game.
7

8 12. Later, in 1992, Accolade developed and published *Star Control II: The Ur-Quan*
9 *Masters*, a sequel to Star Control I under the 1988 Agreement, and incorporating new characters
10 of space ships and alien races (hereinafter “**Star Control II**”). Similarly, upon information and
11 belief, Reiche and Ford contend that he/they contributed certain undefined material and/or
12 programming to Star Control II, in collaboration with numerous other authors and contributors, to
13 assist Accolade in the development of the game.
14

15 13. Subsequently, in 1996, Accolade published *Star Control III*, as a sequel to Star
16 Control II under the 1988 Agreement (hereinafter “**Star Control III**”). Upon information and
17 belief, Reiche and Ford were offered the right of first refusal to help develop Star Control III but
18 declined to participate and were not otherwise involved in the creation of the game.
19

20 14. Star Control I, Star Control II, and Star Control III are collectively hereinafter
21 referred to as the “**Classic Star Control Games**.”

22 15. Upon information and belief, pursuant to the 1988 Agreement, Accolade held the
23 exclusive license to, *inter alia*, market, distribute and sell the Classic Star Control Games in
24 exchange for the payment of certain royalties to Reiche.

25 16. Separate from the license grant as defined in the 1988 Agreement, the 1988
26 Agreement also provided to Accolade the sole and exclusive right to create computer software
27

1 programs based on or derived from any characters, themes, settings or plot lines from the Classic
2 Star Control Games and any translation, port or adaptation of the Classic Star Control Games in
3 exchange for the payment of certain royalties to Reiche.

4 17. Also, pursuant to the 1988 Agreement, Accolade was the owner of the title,
5 packaging concept, and packaging design in and to the Classic Star Control Games and any
6 trademarks and other intellectual property rights adopted and used by Accolade in the marketing
7 thereof, including but not limited to the STAR CONTROL Mark and THE UR-QUAN
8 MASTERS Mark (as defined *infra*) (collectively the “**Accolade Star Control IP**”).

9 18. In addition, pursuant to the 1988 Agreement, Accolade was the owner of any and
10 all rights in and to the Star Control Copyrights (as defined *infra*), as Accolade developed the
11 game without the assistance of Reiche and Ford.

12 19. In or around 1999, Atari, Inc. (“**Atari**”) acquired Accolade, thereby assuming all
13 rights and obligations under the 1988 Agreement, including all rights to the Accolade Star
14 Control IP, including but not limited to the STAR CONTROL Mark, THE UR-QUAN
15 MASTERS Mark, and any other trademarks originally adopted and used by Accolade in the
16 marketing and publishing of the Classic Star Control Games, the Star Control Copyrights, and
17 publishing rights to the Classic Star Control Games.

18 20. In 2013, the 1988 Agreement, along with certain other assets, including certain
19 trademarks in and to the Classic Star Control Games, including but not limited to the STAR
20 CONTROL Mark and THE UR-QUAN MASTERS Mark, certain copyrights in and to the Classic
21 Star Control Games, including but not limited to the Star Control Copyrights, as well as
22 publishing rights to the Classic Star Control Games (collectively, the “**Atari Star Control**
23 **Assets**”) were assigned to Stardock via an asset purchase agreement and associated intellectual
24

1 property assignment between Stardock and Atari dated July 18, 2013 (hereinafter “**Asset**
2 **Purchase Agreement**”). A copy of the intellectual property assignment is attached hereto as
3 Exhibit A and is incorporated herein by reference.

4 21. The Classic Star Control Games have become widely popular over the last couple
5 of decades in the video game community and the Star Control brand has acquired a valuable
6 fame, reputation and goodwill among the purchasing public as result.
7

8 **Stardock, the STAR CONTROL Mark and the Star Control Copyrights**

9 22. Stardock is a preeminent software and video game development, distribution and
10 publishing company founded in 1991 by Bradley Wardell and recognized for its successful
11 computer games, including *Galactic Civilizations*, *Sins of a Solar Empire*, and *Ashes of the*
12 *Singularity*, to name a few.
13

14 23. Upon information and belief, pursuant to the Asset Purchase Agreement,
15 Stardock owns all rights in and to the Atari Star Control Assets, which include but are not limited
16 to the STAR CONTROL Mark, THE UR-QUAN MASTERS Mark, and any other trademarks
17 originally adopted and used by Accolade in the marketing and publishing of the Classic Star
18 Control Games, as well as the Star Control Copyrights.

19 24. In particular, Stardock is the owner of U.S. Trademark Registration No. 2,046,036
20 for the mark STAR CONTROL in connection with *computer game software, and manuals*
21 *supplied as a unit therewith* in Class 28 (“**Star Control Trademark Registration**”). Copies of
22 the United States Patent and Trademark Office (“**USPTO**”) status report and registration
23 certificate for the Star Control Trademark Registration are attached hereto and incorporated
24 herein by reference as Exhibit B.
25
26
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25. The Star Control Trademark Registration is valid, subsisting, in full force and effect; and, incontestable under U.S. Trademark Act Section 15 (37 USC Sec 1058(a)(1)) as evidenced by the Notice of Acceptance and Acknowledgment attached hereto and incorporated herein by reference as Exhibit C.

26. Stardock’s Star Control Trademark Registration and common law rights in and to the mark STAR CONTROL are collectively herein referred to as the “**STAR CONTROL Mark.**” The trademark registration for the STAR CONTROL Mark is in full force and effect. Stardock has continuously used the STAR CONTROL Mark in commerce in the United States since its acquisition of the Atari Star Control Assets by offering for sale and selling the Classic Star Control Games and marketing and promoting Stardock’s New Star Control Game (as defined *infra*) under the STAR CONTROL Mark.

27. The STAR CONTROL Mark has obtained valuable fame, reputation and goodwill as a result of the success of the Classic Star Control Games since their release by Accolade and continued distribution by Atari. As the owner of the STAR CONTROL Mark, the rights inuring from such reputation and goodwill are owned by Stardock.

28. Upon information and belief, Stardock is also the owner of the mark THE UR-QUAN MASTERS used in connection with Star Control II originally marketed and published by Accolade (herein referred to as “**THE UR-QUAN MASTERS Mark**”), as well as any other trademarks (including but not limited to character names, graphics or design marks) originally adopted and used by Accolade in the marketing and publishing of the Classic Star Control Games. Screenshots and/or images showing use of THE UR-QUAN MASTERS Mark and/or other marks in connection with the Classic Star Control Games are attached hereto as Exhibit D.

1 29. THE UR-QUAN MASTERS Mark and any other trademarks originally adopted and
2 used by Accolade in the marketing and publishing of the Classic Star Control Games are
3 collectively hereinafter referred to as the “**Accolade Mark(s)**”.

4 30. Stardock has used the Accolade Marks in commerce in the United States since its
5 acquisition of the Atari Star Control Assets by offering for sale and selling the Classic Star Control
6 Games.

7 31. The Accolade Marks have obtained valuable fame, reputation and goodwill as a
8 result of the success of the Classic Star Control Games since their release by Accolade and
9 continued distribution by Atari and their association with the STAR CONTROL Mark. Stardock,
10 as the owner of such marks associated with the Classic Star Control Games, is also the owner of
11 the rights inuring from such reputation and goodwill in the marks.

12 32. Stardock is also the owner of U.S. Copyright Registration No. PA 799-000 for the
13 work titled “Star Control 3,” which covers the artwork embodied in Star Control III, namely, any
14 and all audiovisual materials, computer programming, text, graphics in the game and accompanying
15 materials and musical score (the “**Star Control Copyrights**”). Copies of the registration certificate
16 for the Star Control Copyrights and the recordation of the assignment with the Copyright Office is
17 attached hereto and incorporated herein by reference as Exhibit E.

18 **The Development of Stardock’s New Star Control Game**

19 33. In or about 2013, shortly after its acquisition of the Atari Star Control Assets,
20 Stardock decided to create a new game under the STAR CONTROL Mark titled *Star Control:*
21 *Origins* (“**Stardock’s New Star Control Game**”), as a successor to the Classic Star Control
22 Games, and in or about July 2013, Stardock offered Reiche and Ford the right of first refusal to
23 collaborate in the development of Stardock’s New Star Control Game.

1 34. On July 23, 2013, in an email to Stardock, Reiche and Ford acknowledged
2 Stardock owns the STAR CONTROL Mark.

3 35. On or about September 16, 2013, Reiche and Ford refused Stardock's offer to
4 collaborate in the development of its new game.

5 36. In response, on or about October 15, 2013, Stardock offered to transfer to Reiche
6 and Ford Stardock's newly acquired rights to the Atari Star Control Assets and Classic Star
7 Control Games from Atari including, among other rights, all publishing rights for the Class Star
8 Control Games, all code and assets for Star Control III, and the rights to the STAR CONTROL
9 Mark, for the price Stardock paid to acquire the rights, to which Reiche and Ford declined.
10

11 37. On or about October 25, 2013, Stardock further advised Reiche and Ford that it
12 was preparing to substantially invest in the development of Stardock's New Star Control Game,
13 and offered Reiche and Ford another opportunity to purchase the Atari Star Control Assets. See
14 communications between the Parties attached hereto and incorporated herein by reference as
15 Exhibit F.
16

17 38. On or about October 29, 2013, Reiche and Ford, again, refused Stardock's offer to
18 purchase the Atari Star Control Assets at the same cost Stardock paid to acquire the rights from
19 Atari and to otherwise be involved in the development of Stardock's New Star Control Game.
20 See Exhibit F.
21

22 39. Throughout 2014 and the beginning of 2015, Stardock wrote to Reiche and Ford
23 with updates on the creation of Stardock's New Star Control Game and then on or about
24 September 24, 2015, Stardock reached back out to Reiche and Ford to provide further updates on
25 the progress of Stardock's New Star Control Game, advising that the game was in full production.
26
27

1 40. On or about October 18, 2016, Stardock publicly announced its expected release of
2 Stardock's New Star Control Game on its website. See a copy of Stardock's press release
3 attached hereto and incorporated herein by reference as Exhibit G.

4 41. On or about July 28, 2017, Stardock, again, contacted Reiche and Ford providing a
5 status report on the release of Stardock's New Star Control Game, updates with respect to certain
6 features of the game and in light of the 25th anniversary of Star Control II, requested to interview
7 Reiche and Ford about their involvement with Star Control II.

8 42. On or about August 1, 2017, Reiche and Ford replied to Stardock's request for an
9 interview by declining the opportunity.

10 43. Throughout its communications with Reiche and Ford regarding the release of
11 Stardock's New Star Control Game beginning in 2013, Stardock continuously made its intentions
12 clear that it preferred to collaborate with Reiche and Ford on the project and that Stardock's New
13 Star Control Game would be a successor to the Classic Star Control Games under the STAR
14 CONTROL Mark.

15 44. On or about November 16, 2017, Stardock released the Beta 1 of Stardock's New
16 Star Control Game on its website. See a copy of Stardock's press release of the Beta 1 attached
17 hereto and incorporated herein by reference as Exhibit H.

18 **Reiche and Ford and their Infringing Actions**

19 45. Reiche and Ford are American game designers and developers who often work
20 together to create computer programs and games.

21 46. On or about October 9, 2017, and before the launch of Stardock's New Star
22 Control Game, Reiche and Ford publicly announced their expected release of a new game titled
23 *Ghosts of the Precursors* (hereinafter the "**Ghosts of the Precursors Game**").

1 47. Despite having acknowledged Stardock's ownership of the right, title and interest
2 in the STAR CONTROL Mark, including the Star Control Trademark Registration, Reiche and
3 Ford, without the authorization of Stardock, used the STAR CONTROL Mark and Accolade Star
4 Control IP, including the Star Control II cover art in the advertising and promotion of the Ghosts
5 of the Precursors Game. See a copy of Reiche and Ford's press release for the Ghosts of the
6 Precursors Game attached hereto and incorporated herein by reference as Exhibit I.

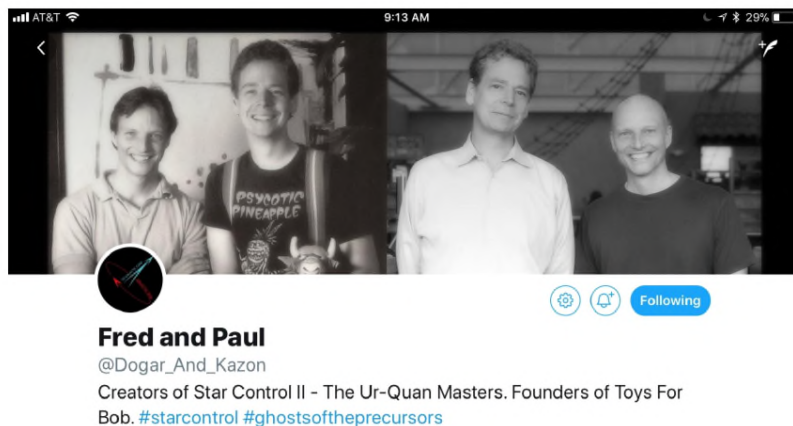
7
8 48. Additionally, Reiche and Ford have used THE UR-QUAN MASTERS Mark and
9 other Accolade Marks in the advertising, promotion, sale, offer to sell, marketing and/or
10 publishing of the Classic Star Control Games and in the advertising and promotion of the Ghosts
11 of the Precursors Game without the authorization of Stardock.

12
13 49. The announcement of the Ghosts of the Precursors Game was made despite Reiche
14 and Ford knowing of Stardock's ownership rights to the STAR CONTROL Mark and the Accolade
15 Marks and the valuable fame, goodwill and reputation associated with the STAR CONTROL Mark
16 and the Accolade Marks, and in despite of Stardock's imminent plans to release Stardock's New
17 Star Control Game.

18 50. Upon information and belief, Reiche and Ford, recognizing the valuable fame,
19 reputation and goodwill associated with the STAR CONTROL Mark and the Accolade Marks,
20 desired to associate their new Ghosts of the Precursors Game with such valuable fame, reputation
21 and goodwill associated with such marks. Since their announcement, Reiche and Ford have,
22 without the authorization of Stardock, used the STAR CONTROL Mark and/or the Accolade Marks
23 to market, advertise and promote the Ghosts of the Precursors Game as a "direct sequel" to Star
24 Control II, thereby using Stardock's STAR CONTROL Mark and the Accolade Marks in the
25 advertising and promotion of the Ghosts of the Precursors Game. A small sample of such false
26
27

1 marketing claims by Reiche and Ford are attached hereto and incorporated herein by reference as
2 Exhibit J. See also Exhibit I.

3 51. Reiche and Ford have, without the authorization of Stardock, also used the STAR
4 CONTROL Mark within the hashtag “#starcontrol” in connection with its marketing, advertising
5 and promotion of the Ghosts of the Precursors Game. An example of Reiche and Ford using the
6 #starcontrol hashtag is attached hereto and incorporated by reference as Exhibit K and depicted
7 below.
8



17 52. Reiche and Ford, without the authorization of Stardock, have further used the
18 #urquanmasters hashtag in connection with its marketing, advertising and promotion of the Ghosts
19 of the Precursors Game, as shown in the images in Paragraphs 51 and 54.

20 53. Reiche and Ford have, without the authorization of Stardock, also used cover art
21 from the Classic Star Control Games, which is owned by Stardock pursuant to the Asset Purchase
22 Agreement, that prominently displays the STAR CONTROL Mark, in the advertising and
23 promotion of the Ghosts of the Precursors Game. An example of Reiche and Ford using the cover
24 art is attached hereto and incorporated by reference as Exhibit L and depicted in Exhibit I and
25 below.
26



54. Reiche and Ford have over the course of time and up to now repeatedly held themselves out as the “creators” of Star Control I and Star Control II and Star Control in general, especially in their marketing, advertising and promotion of the Ghosts of the Precursors Game. Examples of Reiche and Ford referring to themselves as the “creators of Star Control” are attached hereto and incorporated herein by reference as Exhibit M and depicted below.



CREATORS OF STAR CONTROL® II

UPDATES FROM FRED FORD AND PAUL REICHE III

Fred and Paul

@Dogar_And_Kazon

Creators of Star Control® II - The Ur-Quan Masters. Founders of Toys For Bob. #urquanmasters #ghostsoftheprecursors

Novato, CA

dogarandkazon.squarespace.com

Joined October 2017

55. However, Reiche’s or Ford’s advertising that they are the “Creators of Star Control” is false. Upon information and belief, it was Accolade, not Reiche and Ford, that created Star Control I and Star Control II. Upon information and belief, any authorship that Reiche and Ford may have contributed to the Classic Star Control Games was limited, and it was instead a team of many other authors, including numerous artists, animators, musicians, designers and writers, among others, that collaborated together to develop creatives used in Star Control I and II.

56. Additionally, holding themselves out as the “Creators of Star Control” is also misleading because it suggests that Reiche and Ford were involved in the creation and development of all three Classic Star Control Games; however, upon information and belief, Reiche and Ford had no involvement whatsoever in the creation and development of Star Control III.

57. Upon information and belief, and contrary to the common public understanding and what they have portrayed to the public, Reiche and Ford may not have created *any* of the artwork, animation or characters incorporated in the games, or otherwise substantially contributed to the authorship of Star Control I and Star Control II.

58. Reiche and Ford’s advertising themselves as being “the creators” of the Classic Star Control Games is false and misleading, and has been made in an attempt to dishonestly benefit from the goodwill and reputation associated with the STAR CONTROL Mark and the Accolade Marks to which they have never had rights.

59. Additionally, on or about October 22, 2017, Stardock became aware that Reiche and Ford were, without Stardock's permission, marketing, advertising, promoting, selling, offering for sale, distributing, supplying and/or causing or contributing to the sale and/or distribution of the Classic Star Control Games on GOG, pursuant to an agreement with GOG, in connection with the STAR CONTROL Mark and the Accolade Marks and in violation of the Star Control Copyrights. See a recent posting on Reiche and Ford's website attached hereto and incorporated herein by reference as Exhibit N.

60. Accordingly, on or about November 9, 2017, Stardock requested that Reiche and Ford immediately cease all sales of the Classic Star Control Games on GOG, thereby, putting Reiche and Ford on notice of their infringement of the STAR CONTROL Mark and the Star Control Copyrights.

1 61. Even as recent as December 4, 2017, after being put on notice of their
2 infringement of the Star Control Mark through the unauthorized sale of the Classic Star Control
3 Games on GOG, and in further blatant disregard of Stardock's registered rights in the STAR
4 CONTROL Mark, Reiche and Ford indicated to the public that they intend to continue to violate
5 Stardock's rights in and to the STAR CONTROL Mark by offering one or more of the Classic
6 Star Control Games for free in the near future. See Exhibit N.

8 62. Upon information and belief, Reiche and Ford's actions in these and other respects
9 have created actual and substantial confusion, mistake and/or deception among consumers in the
10 marketplace with respect to the source or origin of the Ghosts of the Precursors Game and
11 Stardock's New Star Control Game and have caused consumers and will continue to cause
12 consumers to erroneously believe that the Ghosts of the Precursors Game is associated with the
13 goodwill and reputation of the Classic Star Control Games and the STAR CONTROL Mark and
14 brand, and the Accolade Marks, as exemplified from the consumer post within Exhibit O hereto
15 and incorporated herein by reference.

17 63. Upon information and belief, Reiche and Ford have intentionally and deliberately
18 tried to delegitimize Stardock's New Star Control Game by using, at the very least, Stardock's
19 STAR CONTROL Mark and the Accolade Marks without Stardock's permission, and have
20 jeopardized the success of Stardock's New Star Control Game, thereby creating substantial and
21 irreparable harm to Stardock given the significant financial resources that Stardock has invested in
22 Stardock's New Star Control Game.

24 64. Reiche and Ford's actions as well as their false and misleading misrepresentations
25 to consumers and the media have generated negative press and negative consumer reaction that has
26

1 caused, and is continuing to cause, substantial and irreparable harm to Stardock, its reputation, and
2 the financial success of its Stardock's New Star Control Game.

3 65. By the same means, Reiche and Ford have also created conditions in the marketplace
4 by which Reiche and Ford have profited, and stand to further profit, from free-riding on the
5 goodwill and reputation associated with the STAR CONTROL Mark, the Accolade Marks and the
6 Classic Star Control Games, from passing off the Classic Star Control Games as solely their own
7 creation, and from having publicly made such false and misleading statements to this effect.

9 66. Reiche and Ford have long been aware of Stardock and its ownership in and to the
10 STAR CONTROL Mark and the Accolade Marks as evidenced by the years of communications
11 between the Parties leading up to the release of both games.

12 67. Upon information and belief, other than perhaps via the 1988 Agreement (which
13 Reiche and Ford contend has been terminated), Reiche and Ford do not have any relationship,
14 affiliation and/or connection with Stardock, nor have they received Stardock's permission to use
15 the STAR CONTROL Mark, the Accolade Marks, or any other marks or source identifying indicia
16 relating to the Classic Star Control Games owned by Stardock, in connection with any game or
17 program whatsoever.

19 68. Upon information and belief, Reiche and Ford have taken the aforesaid actions with
20 the intent to pass off on, and associate themselves with, the goodwill and reputation that is
21 associated with Stardock's STAR CONTROL Mark, as well as the Accolade Marks, and to confuse
22 actual and potential customers into believing that Reiche and Ford and the Ghosts of the Precursors
23 Game is affiliated with, endorsed by, or is otherwise associated with Stardock, the Classic Star
24 Control Games, the STAR CONTROL Mark and/or the Accolade Marks. See examples of
25 consumer confusion attached hereto and incorporated by reference as Exhibit P.
26

1 69. Upon information and belief, Reiche and Ford are knowingly, intentionally, and
2 willfully infringing upon the STAR CONTROL Mark and the Accolade Marks.

3 70. Upon information and belief, Reiche and Ford have acted and continue to act with
4 full knowledge of Stardock's prior rights in and to the STAR CONTROL Mark and the Accolade
5 Marks.

6 71. Stardock has made numerous attempts to work with Reiche and Ford to resolve the
7 issues discussed herein and come to a mutually beneficial agreement, yet Reiche and Ford have
8 shown little willingness to cooperate with Stardock, which is exemplified by the fact that Reiche
9 and Ford have made it clear that they intend to move forward with the production and release of a
10 "direct sequel" to the Classic Star Control Games, namely, Star Control II, without the permission
11 of Stardock.
12

13
14 **COUNT I**
 Trademark Infringement
 (15 U.S.C. § 1114(1))

15 72. Stardock specifically incorporates and references the allegations asserted in each of
16 the preceding paragraphs, as if fully set forth herein.
17

18 73. Stardock is the owner of the STAR CONTROL Mark and the Star Control
19 Trademark Registration pursuant to the Asset Purchase Agreement and has continuously used the
20 STAR CONTROL Mark as a source identifier in connection with its products and services,
21 particularly in connection with the Classic Star Control Games and Stardock's New Star Control
22 Game, in interstate commerce within the United States and around the world.
23

24 74. Without authorization or consent of Stardock, Reiche and Ford were, or are still
25 currently, marketing, advertising, promoting, selling, offering for sale, distributing and/or
26 supplying goods and/or services, such as, the Ghosts of the Precursors Game and/or the Classic
27

1 Star Control Games, to the general public and/or to retailers or resellers in the United States using
2 the STAR CONTROL Mark and/or trademarks and designations that are confusingly similar to the
3 STAR CONTROL Mark.

4 75. Reiche and Ford's use of the STAR CONTROL Mark and/or similar designations
5 thereto in connection with the marketing, advertising, promoting, selling, offering for sale,
6 distributing and/or supplying goods and/or services, such as, the Ghosts of the Precursors Game
7 and/or the Classic Star Control Games, is likely to cause and has actually caused confusion,
8 mistake, and deception among the general public as to the origin of such goods and/or services, or
9 as to whether Reiche and Ford is sponsored by/affiliated with, or otherwise connected to Stardock
10 in violation of 15 U.S.C. § 1114(1).
11

12 76. By using the STAR CONTROL Mark and/or confusingly similar marks or
13 designations to the STAR CONTROL Mark and by marketing, advertising, promoting, selling,
14 offering for sale, distributing and/or supplying goods and/or services, such as, the Ghosts of the
15 Precursors Game and/or the Classic Star Control Games, in connection with such marks, for profit
16 and without Stardock's authorization, Reiche and Ford are depriving Stardock of its exclusive right
17 to control, and benefit from, the STAR CONTROL Mark. If permitted to continue, Reiche and
18 Ford's actions will nullify Stardock's right to exclusive use of its the STAR CONTROL Mark, free
19 from infringement, and will have a substantial and adverse effect on Stardock's existing and
20 projected future interstate business of marketing products and services identified by the STAR
21 CONTROL Mark.
22

23 77. Stardock has been damaged by Reiche and Ford's activities and conduct and, unless
24 their conduct is enjoined, Stardock's goodwill and reputation will continue to suffer irreparable
25 injury that cannot adequately be calculated or compensated by money damages.
26

1 78. By using the STAR CONTROL Mark and/or confusingly similar designations, and
2 marketing, advertising, promoting, selling, offering for sale, distributing and/or supplying goods
3 and/or services, such as, the Ghosts of the Precursors Game and/or the Classic Star Control Games,
4 in connection with such marks, Reiche and Ford have intentionally and knowingly infringed
5 Stardock's rights.

6
7 79. Reiche and Ford's trademark infringement actions entitle Stardock to damages
8 under 15 U.S.C. § 1117 in an amount to be determined at trial, as well as exemplary damages and
9 attorneys' fees and costs.

10 **COUNT II**
11 **Counterfeiting**
12 **(15 U.S.C. § 1116(d))**

13 80. Stardock specifically incorporates and references the allegations asserted in each of
14 the preceding paragraphs, as if fully set forth herein.

15 81. As set forth herein, Reiche and Ford were, or are still currently, using marks that are
16 substantially indistinguishable from the STAR CONTROL Mark, which is set forth in the Star
17 Control Trademark Registration, in connection with the marketing, advertising, promoting, selling,
18 offering for sale, distributing and/or supplying goods and/or services, such as, the Ghosts of the
19 Precursors Game and/or the Classic Star Control Games.

20 82. Specifically, Reiche and Ford were, or are still currently, using counterfeit
21 reproductions of the registered STAR CONTROL Mark directly on or in connection with the
22 Ghosts of the Precursors Game and/or the Classic Star Control Games, including but without
23 limitation, in connection with the sale of the Classic Star Control Games by Reiche and Ford on
24 GOG.
25

83. Reiche and Ford were, or are still currently, using the registered STAR CONTROL Mark , without authorization, in connection with the Ghosts of the Precursors Game and/or the Classic Star Control Games, which are the same or substantially the same goods and/or services to which the Star Control Trademark Registration is directed, in order to cause the ordinary consumer to be unable to distinguish between the registered STAR CONTROL Mark and Reiche and Ford's counterfeit reproductions of the same.

84. Reiche and Ford's use of the registered STAR CONTROL Mark without authorization and in connection with the advertising, offering for sale and/or sale of the Ghosts of the Precursors Game and/or the Classic Star Control Games is damaging the reputation and good will associated with Stardock and the STAR CONTROL Mark.

85. Unless Reiche and Ford's conduct is enjoined from its use of the registered STAR CONTROL Mark, Stardock will continue to suffer irreparable injury that cannot be adequately calculated or compensated by money damages.

86. Reiche and Ford's counterfeiting actions entitle Stardock to equitable remedies and damages pursuant to 15 U.S.C. §§ 1116 and 1117, including but not limited to statutory damages pursuant to 15 U.S.C. § 1117(c) and its reasonable attorneys' fees pursuant to 15 U.S.C. § 1117(a).

COUNT III
Unfair Competition and False Designation of Origin
(15 U.S.C. § 1125(a))

87. Stardock specifically incorporates and references the allegations asserted in each of the preceding paragraphs, as if fully set forth herein.

88. Reiche and Ford have used and/or continue to use marks, designations and images that are likely to cause confusion, mistake, and deception among the general public as to the origin

1 of the goods and services, or as to whether Reiche and Ford are sponsored by, affiliated with, or
2 otherwise connected with Stardock in violation of 15 U.S.C. § 1125(a).

3 89. Stardock has been damaged by Reiche and Ford's activities and conduct and, unless
4 its conduct is enjoined, Stardock's reputation and goodwill will continue to suffer irreparable injury
5 that cannot be adequately calculated or compensated by money damages.
6

7 90. By using the STAR CONTROL Mark and/or confusingly similar marks or
8 designations to the STAR CONTROL Mark, as well as one or more of the Accolade Marks and/or
9 confusingly similar marks or designations to one or more of the Accolade Marks, and by marketing,
10 advertising, promoting, selling, offering for sale, distributing and/or supplying goods and/or
11 services, such as, the Ghosts of the Precursors Game and/or the Classic Star Control Games in
12 connection with such marks, Reiche and Ford have intentionally and knowingly infringed
13 Stardock's rights.
14

15 91. Reiche and Ford's unlawful actions entitle Stardock to damages under 15 U.S.C. §
16 1117 in an amount to be determined at trial, as well as exemplary damages and attorneys' fees and
17 costs.
18

19 **COUNT IV**
Trademark Dilution
(15 U.S.C. § 1125(c))

20 92. Stardock specifically incorporates and references the allegations asserted in each of
21 the preceding paragraphs, as if fully set forth herein.
22

23 93. As stated herein, the STAR CONTROL Mark is distinctive, within the meaning of
24 15 U.S.C. § 1125(c)(1).

25 94. Through extensive use, sales, advertising, promotion, and continuity, the STAR
26 CONTROL Mark has become famous within the meaning of 15 U.S.C. § 1125(c)(1-2).
27

1 95. Reiche and Ford's use of the STAR CONTROL Mark and/or confusingly similar
2 marks or designations to the STAR CONTROL Mark is impairing the distinctive nature of the
3 STAR CONTROL Mark and is thereby causing dilution by blurring within the meaning of 15
4 U.S.C. § 1125(c)(1).

5
6 96. Reiche and Ford's willful and intentional actions entitle Stardock to an injunction
7 pursuant to 15 U.S.C. § 1125(c)(1) and damages in an amount to be determined at trial, as well as
8 exemplary damages and attorneys' fees and costs.

9
10 **COUNT V**
 Copyright Infringement
 (17 U.S.C. § 501(a))

11 97. Stardock specifically incorporates and references the allegations asserted in each of
12 the preceding paragraphs, as if fully set forth herein.

13 98. Stardock is the owner of the Star Control Copyrights, which is protected under
14 U.S. Copyright Registration No. PA 799-000.

15
16 99. Reiche and Ford have actual notice of Stardock's rights in and to the Star Control
17 Copyrights.

18 100. Reiche and Ford did not attempt and failed to obtain Stardock's consent or
19 authorization to use, reproduce, copy, display, distribute, sell, perform and/or market Stardock's
20 Star Control Copyrights embodied in the Star Control III game.

21 101. Reiche and Ford, without permission, knowingly and intentionally reproduced,
22 copied, displayed, distributed, sold, performed and/or marketed Stardock's Star Control
23 Copyrights, and/or at a minimum, substantially similar works to the Star Control Copyrights, by,
24 at a minimum, marketing, advertising, promoting, selling, offering for sale, distributing and/or
25 supplying the Star Control III game on GOG.
26

102. Reiche and Ford's unlawful and willful actions constitute infringement of Stardock's Star Control Copyrights, including Stardock's rights, at the very least, to reproduce, distribute and sell the Star Control Copyrights in violation of 17 U.S.C. § 501(a).

103. Reiche and Ford's knowing and intentional copyright infringement of the Star Control Copyrights has caused substantial and irreparable harm to Stardock and unless enjoined, Reiche and Ford will continue to cause, substantial and irreparable harm to Stardock for which they have no adequate remedy at law.

104. Stardock is therefore entitled to injunctive relief under 17 U.S.C. § 502, Stardock's actual damages and Reiche and Ford's profits in an amount to be proven at trial and enhanced discretionary damages or, in the alternative, statutory damages for willful copyright infringement of up to \$150,000 per infringement under 17 U.S.C. § 504, and reasonable attorney's fees and costs.

COUNT VI
California Common Law Trademark Infringement and Unfair Competition

105. Stardock specifically hereby incorporates by reference the allegations asserted in the preceding paragraphs as if fully set forth herein.

106. Reiche and Ford's use of the STAR CONTROL Mark, one or more of the Accolade Marks and/or other similar designations to the STAR CONTROL Mark and/or the Accolade Marks in connection with their goods and services, including but not limited to in connection with the Ghosts of the Precursors Game and/or the Classis Star Control Games, without Stardock's permission constitutes common law trademark infringement and unfair competition.

107. Reiche and Ford's continued use of the STAR CONTROL Mark and/or one or more of the Accolade Marks, as alleged herein, is likely to cause confusion, mistake, and deception

1 among the general public as to the origin of the goods and services, or as to whether Reiche and
2 Ford are sponsored by, affiliated with, or otherwise connected with Stardock.

3 108. Stardock has been seriously and irreparably damaged by Reiche and Ford's
4 continued use of the STAR CONTROL Mark, one or more of the Accolade Marks and/or other
5 similar designations to the STAR CONTROL Mark and/or Accolade Marks.
6

7 109. Stardock possesses no adequate remedy at law to address the damage caused by
8 Reiche and Ford's continued use of one or more of the STAR CONTROL Mark, the Accolade
9 Marks or other similar designations to the STAR CONTROL Mark and/or the Accolade Marks.

10 110. Reiche and Ford's unlawful actions entitle Stardock to compensatory and other
11 applicable damages in an amount to be proven at trial.
12

13 **PRAYER FOR RELIEF**

14 **WHEREFORE**, Stardock respectfully requests that this Court:

- 15 i. Preliminarily and permanently enjoin Reiche and Ford, and all persons acting in
16 concert with them, or purporting to act on their behalf or in active concert or in
17 participation with them, from using Stardock's trademarks, including but not limited
18 to the STAR CONTROL Mark and the Accolade Marks, and any confusingly
19 similar designations and require Reiche and Ford and the participating persons to
20 discontinue their current infringing practices.
21
- 22 ii. Enter judgment in favor of Stardock on the counts asserted herein and award
23 Stardock all monetary damages caused by the acts forming the basis of this
24 Complaint, including, without limitation, Reiche and Fords' profits and Stardock's
25 actual and other damages as alleged above.
26

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Dated: March 15, 2018

NIXON PEABODY LLP

David L. May (appearance *pro hac vice*)
dmay@nixonpeabody.com
 Jennette E. Wiser (appearance *pro hac vice*)
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 NIXON PEABODY LLP
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 Washington, DC 20001-4501
 Tel: (202) 585-8000
 Fax: (202) 585-8080

Attorneys for Stardock Systems, Inc.

EXHIBIT A

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is entered into as of the Closing Date, as defined in the Purchase Agreement, by and among Atari, Inc., a Delaware corporation, Atari Interactive, Inc., a Delaware corporation, Humongous, Inc., a Delaware corporation, and California U.S. Holdings, Inc., a California corporation (collectively, the “**Assignors**”) and Stardock Systems, Inc. (“**Assignee**”). Each capitalized term used and not otherwise defined herein has the meaning given to such term in the Purchase Agreement, dated as of July 18, 2013 (the “**Purchase Agreement**”), by and among Assignors and Assignee.

WHEREAS, the Assignors hold certain right, title and interest in and to the Intellectual Property set forth in Schedule 1 attached hereto (“**Assigned Intellectual Property**”);

WHEREAS, pursuant to the Approval Order and to the extent permitted by applicable law, on the terms and subject to the conditions set forth in the Purchase Agreement, the Assignor shall sell, convey, transfer, assign and deliver the Assigned Intellectual Property to Assignee; and

WHEREAS, the parties wish to confirm and memorialize their agreement with respect to the Assigned Intellectual Property, and through this Agreement, the parties are consummating said assignment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and expressly subject thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. The Assignors hereby convey, transfer, assign and deliver (collectively, the “**Assignment**”) to Assignee all of Assignors’ right, title and interest in and to the Assigned Intellectual Property and any and all goodwill symbolized thereby (as applicable), as set forth on Schedule 1 attached hereto.

2. Recordation of Assignment. The Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office, as appropriate and desired by Assignee.

3. Expenses. Except as otherwise expressly provided in the Purchase Agreement, Assignors and Assignee will each bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel, and accountants.

4. No Representations. The Assignors and Assignee acknowledge that, other than as expressly provided herein, neither the Assignor nor the Assignee makes any representation or warranty whatsoever, express or implied.

5. No Third-Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person not party to this Agreement or

to confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

7. Interpretation. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

8. Amendments and Waivers. This Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state. The parties hereto agree that, during the period from the date hereof until the date on which Assignees' Chapter 11 Case is closed or dismissed (the "**Bankruptcy Period**"), any suit, action or proceeding, seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the Bankruptcy Court. The parties further agree that, following the Bankruptcy Period, any suit, action or proceeding with respect to this Agreement or the transactions contemplated hereby shall be brought against any of the parties exclusively in either the United States District Court for the Southern District of New York or any state court of the State of New York located in such district, and each of the parties hereby irrevocably consents to the jurisdiction of such court and the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the such courts or that any such suit, action or proceeding which is brought in such courts has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court, the United States District Court for the Southern District of New York or any state court of the State of New York. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 10.01 of the Purchase Agreement shall be deemed effective service of process on such party.


10. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed PDF copies exchanged via electronic mail or facsimile copies of this Agreement shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Closing Date.

ASSIGNORS:

ATARI, INC.

By: 
Name: _____
Title: _____

ATARI INTERACTIVE, INC.

By: 
Name: _____
Title: _____

HUMUNGOUS, INC.

By: 
Name: _____
Title: _____


CALIFORNIA U.S. HOLDINGS, INC.

By: 
Name: _____
Title: _____

Accepted and agreed as of the Closing Date:

ASSIGNEE:

STARDOCK SYSTEMS, INC.

By: 
Name: Bradley Wardell
Title: President / CEO

SCHEDULE 1

See Schedule 1.01(a) of the Purchase Agreement

Schedule 1.01(a)

List of Intellectual Property

See Attached

STAR CONTROL DOMAIN

None

Registered Trademark

Company	Trademark	Territory	Application Number	Filing Date	Registration Number	Registration Date	Due Date	Class Number	Ownership Status
Atari, Inc. (2003)	STAR CONTROL	United States	75095591	APR-29-1996	2046036	MAR-18-1997	MAR-18-2017	Class 28 (Toys & sporting goods)	Registered

Star Control 3 Copyright Registrations

Game Title	Claimant	Registration #	Registration Date
Star Control 3	Atari, Inc.	PA 799-000	1/24/97

Star Control Franchise
Star Control 3

EXHIBIT B

Generated on: This page was generated by TSDR on 2017-12-07 11:40:37 EST

Mark: STAR CONTROL

US Serial Number: 75095591

Application Filing Date: Apr. 29, 1996

US Registration Number: 2046036

Registration Date: Mar. 18, 1997

Register: Principal

Mark Type: Trademark

Status: The registration has been renewed.

Status Date: Jun. 09, 2016

Publication Date: Dec. 24, 1996

Mark Information

Mark Literal Elements: STAR CONTROL

Standard Character Claim: No

Mark Drawing Type: 1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)

Goods and Services

Note: The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: computer game software, and manuals supplied as a unit therewith

International Class(es): 028 - Primary Class

U.S Class(es): 022, 023, 038, 050

Class Status: ACTIVE

Basis: 1(a)

First Use: Mar. 14, 1989

Use in Commerce: Mar. 14, 1989

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Amended Use: No

Filed ITU: No

Currently ITU: No

Amended ITU: No

Filed 44D: No

Currently 44D: No

Amended 44D: No

Filed 44E: No

Currently 44E: No

Amended 44E: No

Filed 66A: No

Currently 66A: No

Filed No Basis: No

Currently No Basis: No

Current Owner(s) Information

Owner Name: STARDOCK SYSTEMS, INC

Owner Address: 15090 BECK ROAD
PLYMOUTH, MICHIGAN 48170
UNITED STATES

Legal Entity Type: CORPORATION

State or Country MICHIGAN
Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: GARY PERLMUTER

Docket Number: STARDOCK/SC

Attorney Primary gary@perlmutterlaw.com
Email Address:

Attorney Email Yes
Authorized:

Correspondent

Correspondent GARY PERLMUTER
Name/Address: Perlmutter Law, P.C.
30665 Northwestern Hwy., Ste. 200
Farmington Hills, MICHIGAN 48334
UNITED STATES

Phone: 2486269966

Fax: 2488764001

Correspondent e-mail: gary@perlmutterlaw.com gary@gepgloballlc.com

Correspondent e-mail Yes
Authorized:

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Jun. 09, 2016	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED	
Jun. 09, 2016	REGISTERED AND RENEWED (SECOND RENEWAL - 10 YRS)	85321
Jun. 09, 2016	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	85321
Jun. 09, 2016	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	85321
Mar. 23, 2016	TEAS SECTION 8 & 9 RECEIVED	
Mar. 18, 2016	COURTESY REMINDER - SEC. 8 (10-YR)/SEC. 9 E-MAILED	
Mar. 19, 2014	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Sep. 30, 2013	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Sep. 30, 2013	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Aug. 21, 2013	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Nov. 21, 2007	ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY	
Oct. 18, 2007	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	75184
Oct. 18, 2007	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	
Sep. 25, 2007	ASSIGNED TO PARALEGAL	75184
Sep. 18, 2007	REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED	
Sep. 18, 2007	REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED	
Sep. 18, 2007	TEAS SECTION 8 & 9 RECEIVED	
Sep. 18, 2007	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Sep. 18, 2007	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Dec. 21, 2006	CASE FILE IN TICRS	
Nov. 01, 2006	ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY	
Jul. 19, 2006	ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY	
Jun. 23, 2003	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
Mar. 21, 2003	REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED	
Mar. 19, 2003	PAPER RECEIVED	
Mar. 18, 1997	REGISTERED-PRINCIPAL REGISTER	
Dec. 24, 1996	PUBLISHED FOR OPPOSITION	
Nov. 22, 1996	NOTICE OF PUBLICATION	
Oct. 23, 1996	APPROVED FOR PUB - PRINCIPAL REGISTER	
Oct. 22, 1996	ASSIGNED TO EXAMINER	69780

Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted

Affidavit of Incontestability: Section 15 - Accepted

Renewal Date: Mar. 18, 2017

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date in Location: Jun. 09, 2016

Assignment Abstract Of Title Information

Summary

Total Assignments: 11

Registrant: Accolade, Inc.

Assignment 1 of 11

Conveyance: AMENDMENT TO SECURITY AGREEMENT

Reel/Frame: [1644/0813](#)

Pages: 6

Date Recorded: Oct. 06, 1997

Supporting Documents: No Supporting Documents Available

Assignor

Name: [ACCOLADE, INC.](#)

Execution Date: Aug. 14, 1997

Legal Entity Type: CORPORATION

State or Country Where Organized: No Place Where Organized Found

Assignee

Name: [GREYROCK BUSINESS CREDIT, A DIVISION OF NATIONSCREDIT COMMERCIAL CORPORATION](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: No Place Where Organized Found

Address: 10880 WILSHIRE BLVD., STE 950
LOS ANGELES, CALIFORNIA 90024

Correspondent

Correspondent Name: BROBECK, PHLEGER, HARRISON LLP

Correspondent Address: MS. PATRICIA MARQUEZ
ONE MARKET
SPEAR ST. TOWER
SAN FRANCISCO, CA 94105

Domestic Representative - Not Found

Assignment 2 of 11

Conveyance: CHANGE OF NAME

Reel/Frame: [2630/0884](#)

Pages: 4

Date Recorded: Nov. 25, 2002

Supporting Documents: [assignment-tm-2630-0884.pdf](#)

Assignor

Name: [ACCOLADE, INC.](#)

Execution Date: Oct. 21, 1999

Legal Entity Type: CORPORATION

State or Country Where Organized: No Place Where Organized Found

Assignee

Name: [INFOGRAMES NORTH AMERICA, INC.](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Address: 5300 STEVENS CREEK BLVD.
SAN JOSE, CALIFORNIA 95129

Correspondent

Correspondent Name: INFOGRAMES, INC.

Correspondent Address: DOREEN SMALL, ESQ.
417 FIFTH AVENUE
NY, NY 10016

Domestic Representative - Not Found

Assignment 3 of 11

Conveyance: MERGER

Reel/Frame: [2630/0859](#)

Pages: 4

Date Recorded: Nov. 25, 2002

Supporting Documents: [assignment-tm-2630-0859.pdf](#)

Assignor

Name: [INFOGRAMES NORTH AMERICA, INC.](#)

Execution Date: Mar. 07, 2002

Legal Entity Type: CORPORATION

State or Country Where Organized: No Place Where Organized Found

Assignee

Name: [INFOGRAMES, INC.](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Address: 417 FIFTH AVENUE
NEW YORK, NEW YORK 10016

Correspondent

Correspondent Name: INFOGRAMES, INC.

Correspondent Address: DOREEN SMALL, ESQ.
417 5TH AVENUE
NY, NY 10016

Domestic Representative - Not Found

Assignment 4 of 11

Conveyance: SECURITY INTEREST

Reel/Frame: [2664/0358](#)

Pages: 49

Date Recorded: Feb. 05, 2003

Supporting Documents: [assignment-tm-2664-0358.pdf](#)

Assignor

Name: [INFOGRAMES, INC.](#)

Execution Date: Nov. 12, 2002

Legal Entity Type: CORPORATION

State or Country Where Organized: No Place Where Organized Found

Name: [ACCOLADE, INC.](#)

Execution Date: Nov. 12, 2002

Legal Entity Type: CORPORATION

State or Country Where Organized: No Place Where Organized Found

Name: [ATARI CORPORATION](#)

Execution Date: Nov. 12, 2002

Legal Entity Type: CORPORATION

State or Country Where Organized: No Place Where Organized Found

Name: [ATARI GAMES CORPORATION](#)

Execution Date: Nov. 12, 2002

Legal Entity Type: CORPORATION

State or Country Where Organized: No Place Where Organized Found

Name: [ATARI INTERACTIVE, INC.](#)

Execution Date: Nov. 12, 2002

Legal Entity Type: CORPORATION

State or Country Where Organized: No Place Where Organized Found

Name: [ATARI, INC.](#)

Execution Date: Nov. 12, 2002

Legal Entity Type: CORPORATION

State or Country Where Organized: No Place Where Organized Found

Name: GAMES.COM, INC.	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found
Name: GT INTERACTIVE SOFTWARE CORP.	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found
Name: HASBRO INTERACTIVE, INC.	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found
Name: HUMONGOUS ENTERTAINMENT, INC.	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found
Name: INFOGRAMES INTERACTIVE, INC.	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found
Name: INFOGRAMES NORTH AMERICA, INC.	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found
Name: INFOGRAMES, INC.	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found
Name: JTS CORPORATION	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found
Name: MICROPROSE CALIFORNIA, INC.	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found
Name: MICROPROSE SOFTWARE, INC.	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found
Name: MIROSPROSE, INC.	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found
Name: PARADIGM ENTERTAINMENT, INC.	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found
Name: REFLECTIONS INTERACTIVE, LTD.	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found
Name: SHINY ENTERTAINMENT, INC.	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found
Name: SINGLETRAC ENTERTAINMENT TECHNOLOGIES, INC.	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found
Name: SPECTRUM HOLOBYTE, INC.	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found
Name: WIZARDWARE GROUP, INC.	Execution Date: Nov. 12, 2002
Legal Entity Type: CORPORATION	State or Country Where Organized: No Place Where Organized Found

Assignee**Name:** [GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT](#)**Legal Entity Type:** CORPORATION**State or Country** NEW YORK
Where Organized:**Address:** 335 MADISON AVENUE, 12TH FLOOR
NEW YORK, NEW YORK 10017**Correspondent****Correspondent Name:** PAUL, HASTINGS, JANOFSKY & WALKER LLP**Correspondent Address:** DONNA J. HUNTER, PARALEGAL
600 PEACHTREE STREET, N.E.
SUITE 2400
ATLANTA, GA 30308-2222**Domestic Representative - Not Found****Assignment 5 of 11****Conveyance:** CHANGE OF NAME**Reel/Frame:** [3420/0045](#)**Pages:** 6**Date Recorded:** Nov. 01, 2006**Supporting Documents:** [assignment-tm-3420-0045.pdf](#)**Assignor****Name:** [INFOGRAMES, INC.](#)**Execution Date:** Apr. 30, 2003**Legal Entity Type:** CORPORATION**State or Country** No Place Where Organized Found
Where Organized:**Assignee****Name:** [ATARI, INC.](#)**Legal Entity Type:** CORPORATION**State or Country** DELAWARE
Where Organized:**Address:** 417 FIFTH AVENUE
NEW YORK, NEW YORK 10016**Correspondent****Correspondent Name:** KRISTEN J. KELLER**Correspondent Address:** 417 FIFTH AVENUE
NEW YORK, NY 10016**Domestic Representative - Not Found****Assignment 6 of 11****Conveyance:** SECURITY INTEREST**Reel/Frame:** [3236/0893](#)**Pages:** 8**Date Recorded:** May 23, 2005**Supporting Documents:** [assignment-tm-3236-0893.pdf](#)**Assignor****Name:** [ATARI, INC.](#)**Execution Date:** May 13, 2005**Legal Entity Type:** CORPORATION**State or Country** DELAWARE
Where Organized:**Assignee****Name:** [HSBC BUSINESS CREDIT \(USA\) INC.](#)**Legal Entity Type:** CORPORATION**State or Country** DELAWARE
Where Organized:**Address:** 452 FIFTH AVENUE
NEW YORK, NEW YORK 10018**Correspondent****Correspondent Name:** ZEV BOMRIND**Correspondent Address:** KRONISH LIEB WEINER & EHLLMAN LLP
1114 AVENUE OF THE AMERICAS

NEW YORK, NY 10036

Domestic Representative - Not Found

Assignment 7 of 11

Conveyance: RELEASE OF SECURITY LIEN

Reel/Frame: [3350/0463](#)

Pages: 7

Date Recorded: Jul. 18, 2006

Supporting Documents: [assignment-tm-3350-0463.pdf](#)

Assignor

Name: [GENERAL ELECTRIC CAPITAL CORPORATION](#)

Execution Date: May 31, 2005

Legal Entity Type: CORPORATION

State or Country Where Organized: No Place Where Organized Found

Assignee

Name: [ATARI, INC.](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Address: 417 FIFTH AVENUE
NEW YORK, NEW YORK 10016

Correspondent

Correspondent Name: ATARI, INC., C/O KRISTEN J. KELLER

Correspondent Address: 417 FIFTH AVENUE
NEW YORK, NY 10016

Domestic Representative - Not Found

Assignment 8 of 11

Conveyance: SECURITY INTEREST

Reel/Frame: [3288/0891](#)

Pages: 5

Date Recorded: Apr. 13, 2006

Supporting Documents: [assignment-tm-3288-0891.pdf](#)

Assignor

Name: [HSBC BUSINESS CREDIT \(USA\) INC.](#)

Execution Date: Apr. 05, 2006

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Assignee

Name: [ATARI, INC.](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Address: 417 FIFTH AVENUE
NEW YORK, NEW YORK 10016

Correspondent

Correspondent Name: KRISTEN J. KELLER C/O ATARI, INC.

Correspondent Address: 417 FIFTH AVENUE
NEW YORK, NY 10016

Domestic Representative - Not Found

Assignment 9 of 11

Conveyance: SECURITY INTEREST

Reel/Frame: [3422/0480](#)

Pages: 7

Date Recorded: Nov. 06, 2006

Supporting Documents: [assignment-tm-3422-0480.pdf](#)

Assignor

Name: [ATARI, INC.](#)

Execution Date: Nov. 03, 2006

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Assignee**Name:** [GUGGENHEIM CORPORATE FUNDING, LLC](#)**Legal Entity Type:** LIMITED LIABILITY COMPANY**State or Country Where Organized:** DELAWARE**Address:** 135 EAST 57TH STREET, 7TH FLOOR
NEW YORK, NEW YORK 10022**Correspondent****Correspondent Name:** DUSAN CLARK, ESQ.**Correspondent Address:** SIDLEY AUSTIN LLP
717 N. HARWOOD ST., SUITE 3400
DALLAS, TX 75201**Domestic Representative - Not Found****Assignment 10 of 11****Conveyance:** ASSIGNMENT OF SECURITY INTEREST**Reel/Frame:** [3663/0794](#)**Pages:** 8**Date Recorded:** Nov. 16, 2007**Supporting Documents:** [assignment-tm-3663-0794.pdf](#)**Assignor****Name:** [GUGGENHEIM CORPORATE FUNDING, LLC](#)**Execution Date:** Oct. 23, 2007**Legal Entity Type:** LIMITED LIABILITY COMPANY**State or Country Where Organized:** DELAWARE**Assignee****Name:** [BLUEBAY HIGH YIELD INVESTMENTS \(LUXEMBOURG\) S.A.R.L.](#)**Legal Entity Type:** LIMITED LIABILITY COMPANY**State or Country Where Organized:** LUXEMBOURG**Address:** C/O BLUEBAY ASSET MANAGEMENT
TIMES PLACE, 45 PALL MALL
LONDON, UNITED KINGDOM SW1Y 5JG**Correspondent****Correspondent Name:** MATTHEW BART**Correspondent Address:** WHITE & CASE LLP
1155 AVENUE OF THE AMERICAS
NEW YORK, NY 10036**Domestic Representative - Not Found****Assignment 11 of 11****Conveyance:** ASSIGNS THE ENTIRE INTEREST**Reel/Frame:** [5089/0541](#)**Pages:** 23**Date Recorded:** Aug. 12, 2013**Supporting Documents:** [assignment-tm-5089-0541.pdf](#)**Assignor****Name:** [ATARI, INC.](#)**Execution Date:** Aug. 09, 2013**Legal Entity Type:** CORPORATION**State or Country Where Organized:** DELAWARE**Assignee****Name:** [STARDOCK SYSTEMS, INC](#)**Legal Entity Type:** CORPORATION**State or Country Where Organized:** MICHIGAN**Address:** 15090 BECK ROAD
PLYMOUTH, MICHIGAN 48170**Correspondent****Correspondent Name:** GARY PERLMUTER**Correspondent Address:** 32000 NORTHWESTERN HWY.

Address: STE. 275
FARMINGTON HILLS, MI 48334

Domestic Representative - Not Found

Int. Cl.: 28

Prior U.S. Cls.: 22, 23, 38 and 50

Reg. No. 2,046,036

United States Patent and Trademark Office

Registered Mar. 18, 1997

**TRADEMARK
PRINCIPAL REGISTER**

STAR CONTROL

ACCOLADE, INC. (CALIFORNIA CORPORATION)
5300 STEVENS CREEK BLVD.
SAN JOSE, CA 95129

WITH, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).
FIRST USE 3-14-1989; IN COMMERCE
3-14-1989.

FOR: COMPUTER GAME SOFTWARE, AND
MANUALS SUPPLIED AS A UNIT THERE-

SER. NO. 75-095,591, FILED 4-29-1996.

JEFFREY SMITH, EXAMINING ATTORNEY

EXHIBIT C

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514
www.uspto.gov

REGISTRATION NO: 2046036 SERIAL NO: 75/095591 MAILING DATE: 06/23/2003
REGISTRATION DATE: 03/18/1997
MARK: STAR CONTROL
REGISTRATION OWNER: INFOGRAMES, INC.

CORRESPONDENCE ADDRESS:

DOREEN SMALL
INFOGRAMES, INC.
417 FIFTH AVENUE
NEW YORK, NY 10016

NOTICE OF ACCEPTANCE

15 U.S.C. Sec. 1058(a)(1)

THE COMBINED AFFIDAVIT FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 8 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1058.

ACCORDINGLY, THE SECTION 8 AFFIDAVIT IS ACCEPTED.

NOTICE OF ACKNOWLEDGEMENT

15 U.S.C. Sec. 1065

THE AFFIDAVIT FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 15 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1065.

ACCORDINGLY, THE SECTION 15 AFFIDAVIT IS ACKNOWLEDGED.

THE REGISTRATION WILL REMAIN IN FORCE FOR CLASS(ES):
028.

HARPER, BARBARA A
PARALEGAL SPECIALIST
POST-REGISTRATION DIVISION
(703)308-9500

**PLEASE SEE THE REVERSE SIDE OF THIS NOTICE FOR INFORMATION
CONCERNING REQUIREMENTS FOR MAINTAINING THIS REGISTRATION**
ORIGINAL

REQUIREMENTS FOR MAINTAINING A FEDERAL TRADEMARK REGISTRATION

I) SECTION 8: AFFIDAVIT OF CONTINUED USE

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. Sec. 1058, at the end of each successive 10-year period following the date of registration.

Failure to file the Section 8 Affidavit will result in the cancellation of the registration.

II) SECTION 9: APPLICATION FOR RENEWAL

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. Sec. 1059, at the end of each successive 10-year period following the date of registration.

Failure to file the Application for Renewal will result in the expiration of the registration.

NO FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS WILL BE SENT TO THE REGISTRANT BY THE PATENT AND TRADEMARK OFFICE. IT IS RECOMMENDED THAT THE REGISTRANT CONTACT THE PATENT AND TRADEMARK OFFICE APPROXIMATELY ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.

EXHIBIT D

STAR CONTROL

IITM

THE UR-QUAN MASTERS

All Games > Adventure Games > Star Control: The Ur-Quan Masters

Star Control: The Ur-Quan Masters

Community Hub



Explore a vast universe with pulse-pounding action, side-splitting humor, and hair-raising plot twists in these 2 classic space adventure games. The Ur-Quan Masters includes Star Control 1 and 2.

ALL REVIEWS: **Positive** (32)

RELEASE DATE: Nov 17, 1992

DEVELOPER: Toys for Bob

PUBLISHER: Stardock Entertainment

Popular user-defined tags for this product:

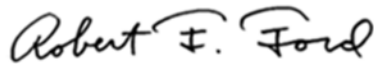
Action Adventure Indie Strategy Simulation

INTRODUCTION

This document contains everything you need to know to win Star Control II — The Ur-Quan Masters, plus a whole lot more. Secret histories will be revealed and dark motives hauled into the light of day. We'll also provide you with more details about the stars, planets, ships, and alien races than you can absorb in a light year (all right, maybe a light week).

There is only one rule about this book; it's not meant to be read. That's right, it's strictly to build your confidence. Having it handy assures that you can always find the answer to a perplexing problem. But to actually read it, well now, that's quite another matter. After all, you don't want to spoil the fun, do you? I mean, if you know all the secrets, the game won't be any challenge! Star Control II was hard to make, so it should be hard to play. Right? What's that? We may be crazier than a lobotomized mooncalf, but you're not! You have a point. Here, read all you want! The answer to every mystery is in your hands at a mere flip of a page. Now, if you'll excuse us, we're due for some serious couch time.

Enjoy! Enjoy!



(developers of **Star Control II**)

EXHIBIT E

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Karen Leigh Clayett

Acting United States Register of Copyrights and Director

FORM PA

For a Work of the Performing Arts
UNITED STATES COPYRIGHT OFFICE

PA 799-000



EFFECTIVE DATE OF REGISTRATION

1 24 1997

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK ▼

STAR CONTROL 3

PREVIOUS OR ALTERNATIVE TITLES ▼

NATURE OF THIS WORK ▼ See instructions

VIDEO GAME INCLUDING AUDIO VISUAL MATERIALS, COMPUTER PROGRAM, TEXT AND GRAPHICS OF ACCOMPANYING MATERIALS AND MUSICAL SCORE.

2

NAME OF AUTHOR ▼

a ACCOLADE, INC.

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

☒ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of ►
Domiciled in ► USA

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions

NOTE

Under the law, the "author" of 1

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

AUDIO VISUAL MATERIALS, COMPUTER PROGRAM, MUSIC, INSTRUCTIONAL MATERIALS

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of ►
Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of ►
Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No
Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

death blank.

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

a 1996

This information must be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information ONLY if this work has been published.

Month ► 09

Day ► 16

Year ► 96

Nation

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2 ▼

ACCOLADE, INC.
5300 STEVENS CREEK BLVD
SAN JOSE, CA 95129

APPLICATION RECEIVED

JAN 24 1997

JUL 09 1997

ONE DEPOSIT RECEIVED

JUL 09 1997

TWO DEPOSITS RECEIVED

JAN 24 1997

FUNDS RECEIVED

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

MORE ON BACK ►

• Complete all applicable spaces (numbers 5-9) on the reverse side of this page
• See detailed instructions

• Sign the form at line 8

DO NOT WRITE HERE

2

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000 or 1-877-476-0778 (toll free).

Privacy Act Notice: Sections 205 and 705 of title 17 of the *United States Code* authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for recordation. By providing this information, you are agreeing to routine uses of the information that include publication to give legal notice of your recordation pursuant to 17 U.S.C. §§ 205 and 705. The information will appear in the Office's online Public Catalog. If you do not provide the information requested, recordation may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.



Form DCS (Document Cover Sheet) For Recordation of Documents under 17 U.S.C. §205

UNITED STATES COPYRIGHT OFFICE

Volume _____ Document _____

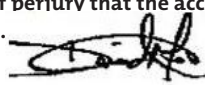
Volume _____ Document _____

Date of recordation M _____ D _____ Y _____
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received _____

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS

To the Register of Copyrights: Please record the accompanying original document or its properly certified copy.

1	First party name given in the document	Atari, Inc. <small>(IMPORTANT: Please read instruction for this and other spaces.)</small>
2	First title given in the document	Star Control 3
3	Total number of titles in the document	1
4	Return receipt requested	<input checked="" type="checkbox"/> If checked, please enclose a self-addressed postage-paid envelope.
5	Electronic title list enclosed	<input type="checkbox"/> If checked, please enclose an acceptable digital storage medium containing a properly formatted title list.
6	Amount of fee calculated	\$105
7	Fee enclosed	<input checked="" type="checkbox"/> Check <input type="checkbox"/> Money order <input type="checkbox"/> Fee authorized to be charged to Copyright Office deposit account Deposit account number _____ Deposit account name _____
8	Completeness of document	<input checked="" type="checkbox"/> All attachments referenced in this document are included. <input type="checkbox"/> One or more attachments referenced in this document is missing but (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.
9	Certification of photocopied documents	Complete this certification if a photocopy of the original signed document is being submitted instead of the document bearing the actual original signature. NOTE: This space may not be used for documents that require an official certification. I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.  Signature _____ Date November 1, 2017 Duly authorized agent of Stardock Systems, Inc. Name David L. May, Nixon Peabody LLP Number/street 799 9th Street, NW Apt/suite 500 City Washington State DC Zip 20001 Phone number (202) 585-8000 Fax number (202) 585-8080 Email nptm@nixonpeabody.com
10	Return to	

SEND TO: Library of Congress, Copyright Office-DOC, 101 Independence Avenue SE, Washington, DC 20559-6000

INCLUDE ALL OF THESE TOGETHER: (1) two copies of this form; (2) payment from a deposit account or by check/money order payable to *Register of Copyrights*; (3) your document; (4) if a return receipt is requested, a self-addressed postage-paid envelope; (5) if enclosing an electronic title list, an acceptable digital storage medium containing a title list in the prescribed format.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is entered into as of the Closing Date, as defined in the Purchase Agreement, by and among Atari, Inc., a Delaware corporation, Atari Interactive, Inc., a Delaware corporation, Humongous, Inc., a Delaware corporation, and California U.S. Holdings, Inc., a California corporation (collectively, the “**Assignors**”) and Stardock Systems, Inc. (“**Assignee**”). Each capitalized term used and not otherwise defined herein has the meaning given to such term in the Purchase Agreement, dated as of July 18, 2013 (the “**Purchase Agreement**”), by and among Assignors and Assignee.

WHEREAS, the Assignors hold certain right, title and interest in and to the Intellectual Property set forth in Schedule 1 attached hereto (“**Assigned Intellectual Property**”);

WHEREAS, pursuant to the Approval Order and to the extent permitted by applicable law, on the terms and subject to the conditions set forth in the Purchase Agreement, the Assignor shall sell, convey, transfer, assign and deliver the Assigned Intellectual Property to Assignee; and

WHEREAS, the parties wish to confirm and memorialize their agreement with respect to the Assigned Intellectual Property, and through this Agreement, the parties are consummating said assignment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and expressly subject thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. The Assignors hereby convey, transfer, assign and deliver (collectively, the “**Assignment**”) to Assignee all of Assignors’ right, title and interest in and to the Assigned Intellectual Property and any and all goodwill symbolized thereby (as applicable), as set forth on Schedule 1 attached hereto.

2. Recordation of Assignment. The Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office, as appropriate and desired by Assignee.

3. Expenses. Except as otherwise expressly provided in the Purchase Agreement, Assignors and Assignee will each bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel, and accountants.

4. No Representations. The Assignors and Assignee acknowledge that, other than as expressly provided herein, neither the Assignor nor the Assignee makes any representation or warranty whatsoever, express or implied.

5. No Third-Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person not party to this Agreement or

to confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

7. Interpretation. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

8. Amendments and Waivers. This Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state. The parties hereto agree that, during the period from the date hereof until the date on which Assignees' Chapter 11 Case is closed or dismissed (the "**Bankruptcy Period**"), any suit, action or proceeding, seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the Bankruptcy Court. The parties further agree that, following the Bankruptcy Period, any suit, action or proceeding with respect to this Agreement or the transactions contemplated hereby shall be brought against any of the parties exclusively in either the United States District Court for the Southern District of New York or any state court of the State of New York located in such district, and each of the parties hereby irrevocably consents to the jurisdiction of such court and the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the such courts or that any such suit, action or proceeding which is brought in such courts has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court, the United States District Court for the Southern District of New York or any state court of the State of New York. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 10.01 of the Purchase Agreement shall be deemed effective service of process on such party.


10. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed PDF copies exchanged via electronic mail or facsimile copies of this Agreement shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Closing Date.

ASSIGNORS:

ATARI, INC.

By:  _____
Name: _____
Title: _____


ATARI INTERACTIVE, INC.

By:  _____
Name: _____
Title: _____

HUMUNGOUS, INC.

By:  _____
Name: _____
Title: _____


CALIFORNIA U.S. HOLDINGS, INC.

By:  _____
Name: _____
Title: _____

Accepted and agreed as of the Closing Date:

ASSIGNEE:

STARDOCK SYSTEMS, INC.

By: 
Name: Bradley Wardell
Title: President / CEO

Schedule 1.01(a)

List of Intellectual Property

See Attached

Star Control 3 Copyright Registrations

Game Title	Claimant	Registration #	Registration Date
Star Control 3	Atari, Inc.	PA 799-000	1/24/97

EXHIBIT F

On Wed, Oct 16, 2013 at 3:13 PM, Paul Reiche <paulreiche@yahoo.com> wrote:

Hi Brad,

As always, sorry for the tardy response. One question Fred and I have -- what are the total Star Control rights and assets you acquired from Atari?

Thanks,

- Paul

On Wed, Oct 16, 2013 at 4:05 PM, Brad Wardell <brad@stardock.com> wrote:

Hi Paul,

What we received was the trademark and all of Accolade's publishing rights for the original trilogy (i.e. the ability to sell, distribute, market and promote) plus all code and assets for Star Control 3.

Brad

On Oct 22, 2013, at 5:55 PM, Paul Reiche <paulreiche@yahoo.com> wrote:

Hi Brad,

What was your cost on the trademark and publishing rights to SC1-3?

Thanks,

- Paul

On Friday, October 25, 2013 7:39 PM, Brad Wardell <draginol@gmail.com> wrote:

Hi guys,

Just wanted to check in to make sure you received my email. Our cost to acquire the Star Control IP was between \$300k and \$400k.

It's looking like we're about to pass the point of no return (beginning to hire up for development). That said, even if you aren't looking to acquire the Star Control IP we can work with you in whatever capacity you'd like to help promote the Ur-Quan continuity in a future game.

Cheers,

B

From: Paul Reiche [mailto:paulreiche@yahoo.com]

Sent: Tuesday, October 29, 2013 6:50 PM

To: Brad Wardell

Cc: Brad Wardell; Fred Ford; Derek Paxton

Subject: Re: Star Control Plans

Hi Brad,

I've talked with Fred and I am afraid at this time we aren't interested in the Star Control assets you purchased from Atari. Thanks for the offer though.

- Paul

EXHIBIT G

[Our Story](#) [Press Room](#) [Management](#) [Images](#) [Careers](#) [Contact Us](#)

Stardock Announces Star Control: Origins

Article posted on 10/18/2016

October 18, 2016 – Plymouth Michigan - Stardock announced Star Control: Origins today. Star Control: Origins is a sci-fi action/adventure game with many RPG elements set in the future where the player is the captain of Earth's first interstellar starship that explores a procedurally created galaxy, makes contact with various alien races, explores unique worlds, and engages in action packed battles, all while trying to unravel the complex intrigue that has the galaxy on the brink of chaos.

"We Earthlings are the newcomers to the galactic scene," said Brad Wardell, Executive Producer. "The dozen plus space-faring species have been hatching their schemes since before we got out of trees. Now, suddenly, they have to deal with those meddling apes from Sol 3 who threaten to upset the plot."

The game starts in the year 2086 with the unaware humans receiving a distress call from an alien ship that has crashed on the moon of Triton, leading to the formation of Star Control, an international space agency dedicated to protecting the Earth. The player takes on the role of The Captain of Earth's first interstellar ship whose first mission is to investigate the distress signal.

Star Control: Origins represents a new start for the beloved franchise. Stardock acquired the rights to Star Control 1/2/3 from Atari and since then has launched a new game studio in Towson Maryland specifically to create the new Star Control title. The classic series is available for sale on Stardock's newly launched StarControl.com website with players also able to pre-order Star Control: Origins and join the Founder's Program.

"Star Control is ultimately about us Earthlings exploring the galaxy, finding and talking to strange alien civilizations, and hopefully living to tell the tale," said Wardell. "We are hopeful those who remember the original trilogy will like the direction we're taking here while at the same time introducing a whole new generation to the awesomeness of a game that combined action, adventure, and roleplaying in a sci-fi game simultaneously."

Star Control: Origins is scheduled for release on PC and consoles with the PC release scheduled for 2017.

Players interested in joining the Founder's program for \$35 will gain access to the upcoming beta program as well as access to the Founder's Vault, mod tools, private journals and more.

Visit www.starcontrol.com to join or get more details.

Screenshots:



Share this article



Recent articles

Long-Time Microsoft Veteran Kevin Unangst joins Stardock's Executive Team - 12/6/2017

Star Control: Origins Fleet Battle Beta Begins Today - 11/16/2017

Stardock has a New "Killer" App: Groupy - Organize Your Windows Together - 11/14/2017

v2.6 for Ashes of the Singularity: Escalation is Now Available - 11/2/2017

Midweek Madness: Save up to 70% on Galactic Civilizations III: Gold - 10/24/2017

Star Control: Origins Pre-Orders Begin Today - 10/19/2017

v2.6 for Galactic Civilizations III and the Crusade Expansion is Now Available - 10/12/2017

Conspicuous Consumption DLC for Offworld Trading Company is Now Available - 10/9/2017

Why Space? - 10/5/2017

Ashes of the Singularity: Escalation Free Juggernaut DLC and v2.5 Update Now Available - 9/14/2017

Enormous v2.5 Update for Galactic Civilizations III and Crusade Expansion Releases Today - 9/12/2017

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EXHIBIT H

Star Control: Origins Fleet Battle Beta Begins Today

Published on Thursday, November 16, 2017 By Island Dog In Press Releases (Star Control)

Star Control: Origins is a **science-fiction adventure** game set in an open universe that puts the player as the captain of Earth's first interstellar vessel on a mission to find allies to help save humanity from certain annihilation. The new beta unlocks the **Fleet Battles** feature, where you'll assemble ships in a fleet and **engage in battle** with fleets controlled by either the computer, humans via the Internet, or even friends sitting at the same PC. Learn more [here](#).

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Active Discussions

- ▶ Galactic Civilization III v2.7 Patch (opt-in 12/7)
- ▶ Forum update: November 2017
- ▶ Holiday themed ships and weapons
- ▶ Stardock response to Paul and Fred
- ▶ Microsoft veteran Kevin Unangst Joins Stardock Executive Team

Featured Event



Strategy Visions Series: New Episode

New Events

- ▶ [a]listdaily: New Stardock VP Kevin Unangst To Focus On Broadening Brand's Reach
- ▶ Destructoid: Checking out the battle system of Star Control: Origins
- ▶ Hardcore Gamer: Fleet Battles Beta is a Good Start Towards the Return of Star Control: Origins
- ▶ Strategy Visions Series: New Episode
- ▶ DGA Plays: Star Control: Origins

Categories

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Polls

Which of these is your favorite RTS of all time?

- ☐ Starcraft
- ☐ Supreme Commander
- ☐ Total Annihilation
- ☐ Company of Heroes
- ☐ Command & Conquer

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New @Stardock VP Kevin Unangst To
Focus On Broadening Brand's Reach:
bit.ly/2ABRMWP



18h

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EXHIBIT I



CREATORS OF STAR CONTROL II - THE UR- QUAN MASTERS

UPDATES FROM FRED FORD AND PAUL REICHE III

LAUNCH FIGHTERS!

OCTOBER 09, 2017

It was almost exactly 25 years ago that we released *Star Control II*® -- *The Ur-Quan Masters* for DOS PCs. We poured our hearts into the game, blending our love for classic science fiction, *Spacewar!*-style action gameplay and our own quirky sense of humor. We had tons of help from many talented friends and collaborators, but even so getting the game across the finish line was a herculean effort -- both the exciting,



hydra-fighting kind, as well as the exhausting stable-cleaning kind. Pretty much ever since then, fans have been politely asking us to create a sequel, sometimes begging for a sequel, even threatening us if we *don't* make a sequel. Our answer was always, "We *really* want to do this, we just need to wait until the time is right" -- kind of like Cthulhu awakening, but less end-of-the-worldy. Well, the stars have finally aligned -- we are now working on a direct sequel to *Star Control II*® -- *The Ur-Quan Masters*, called *Ghosts of the Precursors*™.

This is a passion project for us and we have committed to dedicating some of our own time to creating a true sequel. We are early, *early* in development, but rest assured, the game will include genuine Ur-Quan, Precursors, Super-Melee, Umgah, VUX, Supox, THE ULTRON!, Druuge, Arilou Lalee'lay, Orz, Androsynth, Rainbow Worlds, Ilwrath, Syreen, Mmrnmhrm, Yehat, Shofixti, Spathi (including the ever-terrified Fwiffo), Umgah, Melmorme, Chmmr, Earthlings, Mycon, THE MARK III!, Slylandro, Utwig, Thraddash, Zoq-Fot-Pik, VUX Beast, Pkunk, the Keel-Verezy, and of course all new alien races to discover, befriend ...and/or be annigilate... I mean annihigate.. Damn! Well, you get the idea.

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EXHIBIT J



Fred and Paul @Dogar_And_Kazon · Oct 11

Star Control 2 Is Getting A Sequel, 25 Years Later | Kotaku Australia (via @KotakuAU)



Star Control 2 Is Getting A Sequel, 25 Years Later

There were plenty of gamers who weren't even born when Star Control 2: The Ur-Quan Masters launched 25 years ago. But to mark the game's

kotaku.com.au



1



10



31





Fred and Paul @Dogar_And_Kazon · Oct 10



25 years later, Star Control 2 is getting a direct sequel



25 years later, Star Control 2 is getting a direct sequel

The original creators return for Ghosts of the Precursors.

pcgamer.com



EXHIBIT K



Following

Fred and Paul

@Dogar_And_Kazon

Creators of Star Control II - The Ur-Quan Masters. Founders of Toys For Bob. [#starcontrol](#) [#ghostsoftheprecursors](#)

EXHIBIT L



Fred and Paul @Dogar_And_Kazon · Oct 10



25 years later, Star Control 2 is getting a direct sequel



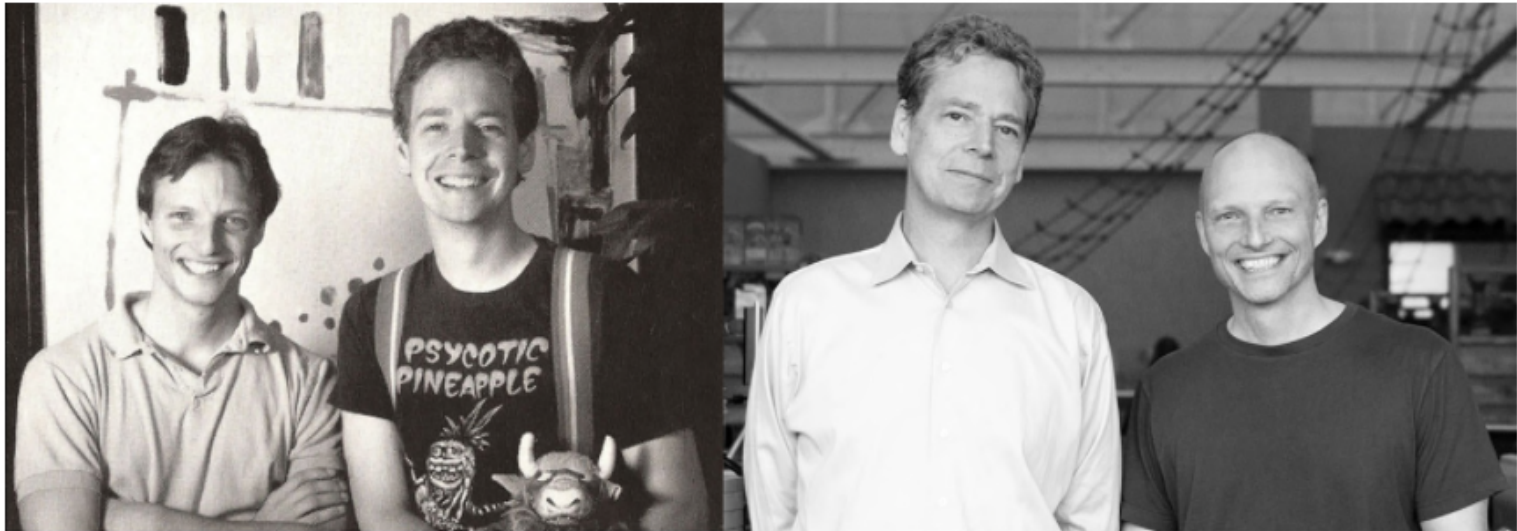
25 years later, Star Control 2 is getting a direct sequel

The original creators return for Ghosts of the Precursors.

pcgamer.com



EXHIBIT M



CREATORS OF STAR CONTROL® II

UPDATES FROM FRED FORD AND PAUL REICHE III

Fred and Paul

@Dogar_And_Kazon

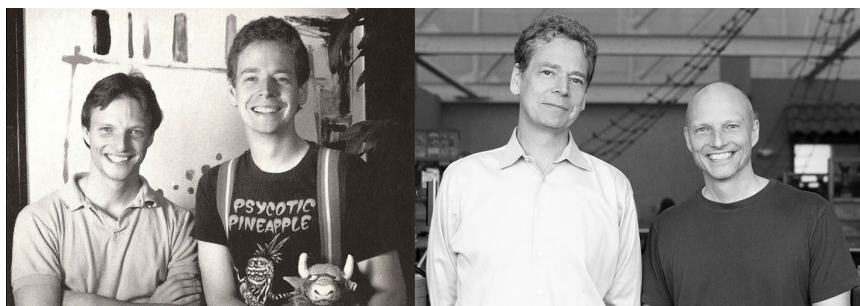
Creators of Star Control® II - The Ur-Quan Masters. Founders of Toys For Bob.
#urquanmasters #ghostsoftheprecursors

📍 Novato, CA

🔗 dogarandkazon.squarespace.com

📅 Joined October 2017

EXHIBIT N



CREATORS OF STAR CONTROL® II

UPDATES FROM FRED FORD AND PAUL REICHE III



**Star Control® I, II and III aren't for sale on
GOG.com anymore -- How come?**

DECEMBER 04, 2017

We've decided to stop selling our old games, because:

1. We think it's necessary to 'clear the decks' to help resolve our definitely-not-harmonious, until-recently-private, months-long conflict with Brad Wardell and his lawyers at Stardock.
2. The Ur-Quan Masters HD Project is a free, vastly superior experience. Did we mention it's free? Fans have been dedicated to improving UQM for 15 years and it is awesome! Hopefully Star Control I and III will also become available for free in the near future.

Why was it okay to sell the games on GoG, but not on Steam or elsewhere?

The simple answer is because we have had our own direct distribution agreement with GOG since 2011 and no agreement with Stardock or Steam or anyone else. If you're into details, here goes:

- In April 2011, we learned that Star Control I, II and III had been re-published on Good Old Games (GOG) — a big surprise since the games hadn't been sold for years and no one had contacted us for permission to do so.
- We reached out to GOG who said our games had been offered to them by Atari as part of a large batch of older Atari products. We then contacted Atari to let them know that we were the original authors and owners of the copyright to the games *and* that we had not given permission for them to republish our work. Atari checked with its lawyers and wrote back confirming our claims, apologizing to everyone for the mistake and informing GOG to remove the games from sale and pay any royalties earned to us.
- Instead we suggested a way that GOG could continue to sell our games. GOG signed separate, independent contracts with: Atari to license the Star Control trademark, and us to license the rights to the games themselves. GOG has been selling the games and paying us directly ever since.
- In October of this year, history repeated itself when Stardock began selling our games on Steam and elsewhere (even bundled with theirs), again *without* getting our permission. This time we couldn't come to an agreement, so we asked that Stardock stop bundling and selling the games. They refused, so

12/7/2017

Star Control® I, II and III aren't for sale on GOG.com anymore -- How come? — Dogar And Kazon
we've decided to end our 2011 distribution agreement with GOG as a first
step to having the games pulled down.

♥ 42 LIKES ↪ SHARE

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Star Control is a registered trademark of Stardock Systems, Inc

EXHIBIT O

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Tacticular Cancer: We'll have your balls

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Welcome to **rpgcodex.net**, a site dedicated to discussing computer based role-playing games in a free and open fashion. We're less strict than other forums, but please [refer to the rules](#).

"This message is awaiting moderator approval": All new users must pass through our moderation queue before they will be able to post normally. Until your account has "passed" your posts will only be visible to yourself (and moderators) until they are approved. Give us a week to get around to approving / deleting / ignoring your mundane opinion on crap before hassling us about it. Once you have passed the moderation period (think of it as a test), you will be able to post normally, just like all the other retards.

Star Control: Ghosts of the Precursors - sequel from original creators!

Discussion in 'General Gaming' started by MRY, Oct 10, 2017.


 Page 1 of 2 1 **2** [Next >](#)
MRY

gender: ♀
Wormwood Studios
DEVELOPER



Joined: Aug 15, 2012
Parrots: 3,079
Location: California

Oct 10, 2017 [Stats](#) [Ignoring](#)

#1

[https://dogarandkazon.squarespace.co
m/](https://dogarandkazon.squarespace.com/)

LAUNCH FIGHTERS!

It was almost exactly 25 years ago that we released *Star Control II®* -- *The Ur-Quan Masters* for DOS PCs. We poured our hearts into the game, blending our love for classic science fiction, *Spacewar!*-style action gameplay and our own quirky sense of humor. We had tons of help from many talented friends and collaborators, but even so getting the game across the finish line was a herculean effort -- both the exciting, hydra-fighting

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kind, as well as the exhausting stable-cleaning kind. Pretty much ever since then, fans have been politely asking us to create a sequel, sometimes begging for a sequel, even threatening us if we *don't* make a sequel. Our answer was always, "We *really* want to do this, we just need to wait until the time is right" -- kind of like Cthulhu awakening, but less end-of-the-worldy. Well, the stars have finally aligned -- we are now working on a direct sequel to *Star Control II*® -- *The Ur-Quan Masters*, called *Ghosts of the Precursors*™.



This is a passion project for us and we have committed to dedicating some of our own time to creating a true sequel. We are early, *early* in development, but rest assured, the game will include genuine Ur-Quan, Precursors, Super-Melee, Umgah, VUX, Supox, THE ULTRON!, Druuge, Arilou Lalee'lay, Orz, Androsynth, Rainbow Worlds, Ilwrath, Syreen, Mmrnmhrm, Yehat, Shofixti, Spathi (including the ever-terrified Fwiffo), Umgah, Melmorme, Chmmr, Earthlings, Mycon, THE MARK II!, Slylandro, Utwig, Thraddash, Zoq-Fot-Pik, VUX Beast, Pkunk, the Keel-Verezy, and of course all new alien races to discover, befriend ...and/or be annihilate... I mean annihilate.. Damn! Well, you get the idea.

O.O

Like a valiant but bumbling soldier whose corpse becomes the stepladder for a hero, *The Long Journey Home* has done the work the gods set for it.

Last edited by a moderator: Oct 10, 2017

Wormwood Studios

 x 12  x 5  x 2  x 1  x 1  x 1  x 1  x 1 x 1  x 1

[^ Top](#)

Poos

gender: ♀
Arcane

Oct 10, 2017 Stats Ignoring

#3

stardock huh



Joined: Oct 5, 2014
Parrots: 2,269
Location: New Zealand

probably going to be burned at the stake here but i absolutely love sins of a solar empire so cautiously optimistic

 Old x 1

[^ Top](#)

MRY

 gender: ♀
Wormwood Studios
DEVELOPER



Joined: Aug 15, 2012
Parrots: 3,079
Location: California

Oct 10, 2017 Stats Ignoring

#4

No, Stardock has their own game (old news) that's nearly done. This is separate.

Wormwood Studios

Agree x 1  Yes x 1  Informative x 1

[^ Top](#)

EXHIBIT P



Star Control creators working on direct sequel to Star Control 2

Polygon - Oct 10, 2017

Fred Ford and Paul Reiche III, the designers of the first two **Star Control** games, say they're working on a new title that they describe as a direct sequel to **Star Control 2: The Ur-Quan Masters**. Their new game is titled *Ghosts of the Precursors* and is described as "early, early in development." It's been 25 ...

25 years later, **Star Control 2** is getting a direct sequel

PC Gamer - Oct 10, 2017

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Star Control II developers working on 'direct sequel' 25 years later

VentureBeat - Oct 9, 2017

The brains behind **Star Control II** are resurrecting the series a quarter of a century after the last real entry in the sci-fi series. Creators Fred Ford and Paul Reiche III announced today that they are coming back to do a legitimate sequel. The project doesn't have a release date, platform, or pricing info yet, but it ...

25 years later, **Star Control II's** creators are making a direct sequel

Critical Hit - Oct 10, 2017

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Star Control II devs unite for a 'passion project' sequel

Gamasutra - Oct 11, 2017

Toys for Bob cofounders Fred Ford and Paul Reiche III announced this week that they've begun working on a sequel to the 1992 space adventure game **Star Control II** called *Ghosts of the Precursors*. This is a big deal because the pair were the original designers of **Star Control** and **Star Control II**, before ...



Star Control 2 Is Getting A Sequel, 25 Years Later

Kotaku Australia - Oct 10, 2017

There were plenty of gamers who weren't even born when **Star Control 2: The Ur-Quan Masters** launched 25 years ago. But to mark the game's anniversary, two of the original developers have announced they'll be making a direct sequel. Paul Reiche III and Fred Ford, creators of the original **Star Control** ...



It's a good time to be a fan of Star Control

Destructoid - Oct 20, 2017

If you missed it, the original creators of **Star Control II** – Fred Ford and Paul Reiche III, whose studio Toys for Bob has understandably kept busy with the *Skylanders* franchise in recent years – have drawn up plans and gotten approval for a "direct sequel" to the 1992 sci-fi game. This new project, *Ghosts of* ...

Stay up to date on results for **Star Control sequel Reiche**.

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